

**EXHIBIT "A"**

**The Property**

**Parcel I:**

All that certain tract of land with improvements thereon, situate, lying and being in Georgetown County, South Carolina, about 7 miles North of the City of Georgetown, known as Ramsey Grove Plantation, containing 1120 acres, more or less, and being bounded as follows: On the North by Black River; on the East by lands now or formerly of Woburn Chemical Company (Deer Hall Plantation); on the South by Six Mile Creek and lands now or formerly of Georgetown Farm Land and Home Seekers Company; and on the West by lands now or formerly of Springwood Plantation, all as shown and delineated on a plat of Ramsey Grove Club, prepared by M. K. Millard, Civil Engineer, dated January 26, 1951, and recorded in the Office of the Clerk of Court for Georgetown County, South Carolina, in Plat Book P at Page 51.

**Derivation:** The foregoing property being conveyed to South Carolina Electric & Gas Company (n/k/a Dominion Energy South Carolina, Inc.) by deed of S.C. McMeekin, Angela R. Bultman, William E. DeLoache, Jr. and George T. McCutchen dated July 1, 1963 and recorded July 1, 1963 in Book 55, at Page 610 of the Georgetown County Register of Deeds.

Parcel ID: 02-1006-012-00-00

**Parcel II:**

All those certain pieces, parcels or tracts of land situate, lying and being in Georgetown County, South Carolina, comprising Tract A, being 820.293 acres, and Tract B, being 170.468 acres, for a total of 990.761 acres, as such Tracts are identified on that certain boundary survey entitled "The Remainder of Springwood Plantation Tract for International Paper Realty Corporation" dated July 31, 2004, prepared by Survey Technology, Inc., Les H. Bodkin, III, P.L.S. No. 14182 and filed of record on September 9, 2004 in Plat Slide 515 at Page 8, Register of Deeds for Georgetown County, South Carolina.

***TOGETHER WITH*** the following easement benefitting the property: (i) Access Easement Agreement granted by International Paper Company recorded September 10, 2004 in Book 1558, at Page 239 in the Office of the Register of Deeds for Georgetown County.

***LESS AND EXCEPTING:*** All that certain piece, parcel or tract of land, situate, lying and being in Georgetown County, South Carolina, containing

15.20 acres, and being more fully shown and delineated on a subdivision plat prepared for Georgetown County Water & Sewer District by Engineering and Technical Services, Inc., and dated September 29, 2009, a copy of which was filed as an Exhibit in Civil Action No.: 2010-CP-22-00752 on July 25, 2011.

Derivation: Being a portion of the property conveyed to South Carolina Electric & Gas Company (n/k/a Dominion Energy South Carolina, Inc.) by deed of International Paper Realty Corporation dated September 9, 2004 and recorded September 10, 2004 in Book 1558 at Page 229 in the Office of the Register of Deeds for Georgetown County.

Parcel ID: 02-1005-002-03-00

Parcel III:

All that certain piece, parcel or tract of land situate, lying and being in Tax District #2, Georgetown County, South Carolina, consisting of Col. Cole Road R/W containing 5.28 acres, more or less, as shown on that certain Plat prepared for Deerfield Timber Co., LLC by Wendell C. Powers, dated November 11, 2010 recorded in Slide 724 at page 3, Georgetown County records.

Derivation: Being the same property conveyed to South Carolina Electric & Gas Company (n/k/a Dominion Energy South Carolina, Inc.) by deed of Deerfield Timber Co., LLC dated December 12, 2012 and recorded December 14, 2012 in Book 2043 at Page 213 in the Office of the Register of Deeds for Georgetown County.

Parcel ID: 02-1006-007-02-00

Parcel IV:

All that certain piece, parcel or tract of land situate, lying and being in Tax District #2, Georgetown County, South Carolina, consisting of Tract A containing 281.94 acres, more or less, and Tract B containing 150.75 acres, more or less, as shown on that certain Plat prepared for Deerfield Timber Co., LLC by Wendell C. Powers, dated November 11, 2010 recorded in Slide 724 at page 3, Georgetown County records.

Derivation: Being the same property conveyed to South Carolina Electric & Gas Company (n/k/a Dominion Energy South Carolina, Inc.) by deed of Deerfield Timber Co., LLC dated December 12, 2012 and recorded December 14, 2012 in Book 2043 at Page 208 in the Office of the Register of Deeds for Georgetown County.

Parcel ID: 02-1006-007-03-00 (281.94 acres) & 02-1006-007-04-00 (150.75 acres)

Parcel V:

*Tract A:*

All that certain piece, parcel or tract of land situate, lying and being in Tax District Number 2, County of Georgetown, State of South Carolina, shown and designated as Lots One through Seven (1 through 7) of Block D on a map of a subdivision in Georgetown County known as Reimold Terrace made by Samuel M. Harper, R.L.S., 23 November, 1955, and recorded in the office of the Clerk of Court for Georgetown County in Plat Book K at Page 59.

Said Parcel is designated as Georgetown County Parcel ID: 02-0205-012-00-00 & a p/o TMS# 02-1006-014-00-00

*Tract B:*

All that certain piece, parcel or tract of land situate, lying and being in Tax District Number 2, County of Georgetown, State of South Carolina, shown and designated as Lots One through Eight (1 through 8) of Block E and Lots Sixteen through Eighteen (16 through 18) of Block E on a map of subdivision in Georgetown County known as Reimold Terrace made by Samuel M. Harper, R.L.S., 23 November, 1955, and recorded in the office of the Clerk of Court for Georgetown County in Plat Book K at Page 59.

Said Parcel is designated as Georgetown County Parcel ID: 02-0205-052-00-00

*Tract C:*

All that certain piece, parcel or lot of land situate, lying and being in Tax District Number 2, County of Georgetown, State of South Carolina, shown and designated on the Map of a Portion of Deer Hall and Waterford Plantations made by Samuel M. Harper, R.L.S., June, 1962, recorded in the Office of the Clerk of Court for Georgetown County in Plat Book P at Page 93, as the following: Parcel 1 (82.0 acres), Parcel 2 (17.3 or 17.4 acres), Parcel 4 (1.8 acres), Parcel 7 (12.0 acres), Parcel 8 (1.5 acres) and Parcel 10 (15.0 acres); all portions of Parcel 3 (2.5 acres), Parcel 5 (3.7 acres) and Parcel 6 (0.7 acres), if any, not already included in the descriptions of Tracts A and B above; and all of Parcel 9 (16.1 acres) except that portion of Parcel 9 already described as Tract A above and except that portion of Parcel 9 which lies north of Tract A and is designated "Reserved" on map recorded in Plat Book K at page 59.

Said Parcel is designated as Georgetown County Parcel ID: 02-1006-013-01-00 (p/o) & TMS# 02-1006-014-00-00 (p/o)

***LESS AND EXCEPTING THEREFROM*** that certain 0.603 of an acre (26,257 square feet) parcel of land conveyed by South Carolina Electric & Gas Company (n/k/a Dominion Energy South Carolina, Inc.) to the South Carolina Department of Transportation by deed dated April 9, 2018 and recorded May 21, 2018 in Book 3272, at

Page 111 in the Office of the Register of Deeds for Georgetown County.

Derivation (Tracts A, B, & C of Parcel V): The foregoing property being derived from the following conveyances recorded in the Office of the Register of Deeds for Georgetown County: Deed dated July 21, 1997 to South Carolina Electric & Gas Company (n/k/a Dominion Energy South Carolina, Inc.) by Wachovia Bank, N.A., formerly Wachovia Bank of South Carolina, N.A., formerly South Carolina National Bank, as Trustee under Trust Agreement of Lewis F. Freeman dated June 26, 1979, amended by Amended and restated Trust Agreement of Lewis F. Freeman dated August 20, 1990, and recorded in the Office of the Clerk of Court for Georgetown County September 6, 1995, in Book 649 at Page 68, said Deed being recorded July 22, 1997 in Book B791, at Page 279.

Parcel VI

All that certain piece, parcel or lot of land consisting of approximately 1.46 acres and all improvements thereon lying adjacent to the Black River in the County of Georgetown, South Carolina, as shown on that certain plat prepared for Joanne F. Haselden by Samuel M. Harper dated October 10, 1984, recorded in the Office of the Register of Deeds for Georgetown County in Plat Book 5 at Page 111; said lot having such courses, distances, dimensions and boundaries as will more fully appear by reference to said plat which is hereby made a part and parcel hereof.

AND:

All that certain piece, parcel or lot of land consisting of approximately 1.08 acres and all improvements thereon located to the east of Ramsey Grove Road in the County of Georgetown, South Carolina, shown as "Lot 1" on plat prepared for Elizabeth H. Freeman by Powers & Associates Surveyors, Inc. dated August 23, 1996, recorded in the Office of the Register of Deeds for Georgetown County in Plat Book S211 at Page 7B; said lot having such courses, distances, dimensions and boundaries as will more fully appear by reference to said plat which is hereby made a part and parcel hereof.

Derivation: Being a portion of the same property conveyed to South Carolina Electric & Gas Company (n/k/a Dominion Energy South Carolina, Inc.) by deed of Joanne F. Haselden a/k/a Joanne Freeman Haselden dated January 20, 1998 and recorded January 20, 1998 in Book B840 at Page 73 in the Office of the Register of Deeds for Georgetown County.

Said Parcel is designated as Georgetown County Parcel ID: 02-1006-013-01-00 & TMS# 02-1006-014-00-00 (p/o)

Parcel VII:

All that certain piece, parcel or tract of land, situate, lying and being in Tax District Number 2, County of Georgetown, State of South Carolina, shown and designated as



1.0 Acre on a "Minor Subdivision Final Plat of a Portion of Deer Hall Plantation Containing One Acre Which H.A. Freeman proposes to Convey to Raymond Christopher Owens" prepared by Wendell C. Powers, P.L.S., dated November 11, 1991, and duly recorded in the Office of the Register of Deeds for Georgetown County in Plat Slide 92 at Page 2B; said lot having such size, shape, courses, marks and distances as will more fully appear by reference to said plat which is hereby made a part and parcel hereof.

Derivation: Being the same property conveyed to South Carolina Electric and Gas Company (n/k/a Dominion Energy South Carolina, Inc.) by deed of Floyd Prevatte, Jr. dated September 27, 1999 and recorded October 15, 1999 in Book 1021 at Page 58 in the Office of the Register of Deeds for Georgetown County.

Said parcel is designated as Georgetown County Parcel ID: 02-1006-014-00-00 (p/o)

#### PARCEL VIII:

All that certain piece, parcel or tract of land, situate, lying and being in the County of Georgetown, State of South Carolina, designated as Lot 3 containing 5.6 acres as shown on "Plat of a Division of the H. A. Freeman Tract on Black River, surveyed for Elizabeth H. Freeman", dated August 23, 1996, prepared by Wendell C. Powers, P.L.S., and recorded in the Office of the Register of Deeds for Georgetown County, SC in Plat Slide 211, at Page 7B; said lot having such courses, distances, dimensions and boundaries as will more fully appear by reference to said plat which is hereby made a part and parcel hereof. Also shown on a more recent Plat of Lot 3 made by Wendell C. Powers, P.L.S., dated May 31, 2006, and recorded in the Office of the Register of Deeds for Georgetown County, SC in Plat Slide 602, at Page 8B.

Derivation: Being the same property conveyed to South Carolina Electric & Gas Company (n/k/a Dominion Energy South Carolina, Inc.) by deed of Statewide Properties, LLC dated November 17, 2006 and recorded November 27, 2006 in Book 279, at Page 259 in the Office of the Register of Deeds for Georgetown County.

Said Parcel is classified as Georgetown County Parcel ID: 02-1006-013-00-00

#### PARCEL IX:

All that certain piece, parcel or tract of land, situate, lying and being in the County of Georgetown, State of South Carolina, designated as Lot 2 containing 3.75 acres as shown on "Plat of a Division of the H. A. Freeman Tract on Black River, surveyed for Elizabeth H. Freeman", dated August 23, 1996, prepared by Wendell C. Powers, P.L.S., and recorded in the Office of the Register of Deeds for Georgetown County, SC in Plat Slide 211, at Page 7B; said lot having such courses, distances, dimensions and boundaries as will more fully appear by reference to said plat which is hereby made a part and parcel hereof.

Derivation: Being the same property conveyed to South Carolina Electric & Gas Company (n/k/a Dominion Energy South Carolina, Inc.) by deed of Joanne Freeman Haselden dated January 16, 2009 and recorded January 20, 2009 in Book 1132, at Page 142 in the Office of the Register of Deeds for Georgetown County.

Said Parcel is classified as Georgetown County Parcel ID: 02-1006-013-03-00

For purposes of the foregoing derivation clauses, it should be noted that South Carolina Electric & Gas Company is now known as Dominion Energy South Carolina, Inc.

***HOWEVER, RESERVING THEREFROM*** unto Grantor, its successors and assigns, *as to each of the above described Parcels I-IX*, a perpetual, non-exclusive easement for the purpose of installation, maintenance and repair of underground and above ground utility service lines on the property, including, but not limited to, communications, electric, and gas, in a manner that is sufficient to provide service to existing and future development along or near the Property; provided, however, Grantor shall notify Operator prior to any installation, and Grantor shall be responsible for all costs of installation, maintenance and repair and shall restore the Property to the equivalent of its pre-installation condition following any utility installation, maintenance or repair contemplated herein;

***ALSO RESERVING THEREFROM*** unto the Grantor, its successors and/or assigns, *as to each of the above described Parcels I-IX*, a non-exclusive, perpetual easement of a commercial nature over, across, under those certain strips of land shown on Exhibit "A-1" attached hereto (the "Easement Space"), being five (5') feet on either side of the centerline of the "as built" location of the above ground or underground electric transmission line(s) shown thereon, for the construction, extension, replacement, relocation, perpetual maintenance and operation of an above ground or underground electric line or lines consisting of any or all of the following: poles, guy wires, anchors, conductors, protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, and other accessory apparatus and equipment deemed by Grantor to be necessary or desirable, upon, over, across, through and under the real property described hereinabove;

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantor may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line;

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through the

Easement Space and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the Property (other than that caused by trimming, cutting or removing) caused by Grantor in maintaining or repairing said lines, shall be borne by Grantor; provided further, however, that each of Grantee and Operator agrees for itself, its successors and assigns, not to build or allow any structure to be placed on the Property in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantee or Operator, as applicable, or such successors and assigns as may be in possession and control of the Property at the time, will promptly remove the same upon demand of Grantor herein. Each of Grantee and Operator further agrees to maintain minimum ground coverage of thirty-six (36) inches and maximum ground coverage of fifty-four (54) inches over all underground primary electric lines. Each of Grantee and Operator further agrees to maintain minimum ground coverage of twenty-four (24) inches and maximum ground coverage of forty-two (42) inches over all underground pipe (gas) lines;

Together also with the right of entry upon the Property, on foot or motor vehicle, for the purposes aforesaid, upon and through existing drive aisles, curb cuts, walkways, parking spaces, and other such portions of the Property necessary and convenient in order to access the Easement Space.

**EXHIBIT "A-1"**

[SEE ATTACHED]<sup>2</sup>

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<sup>2</sup> **Note to Draft:** DESC to provide prior to the Closing.

**EXHIBIT "B"**

**Permitted Exceptions**

1. ad valorem real property taxes and assessments not yet due and payable;
2. liens and assessments, both general and special, and other governmental charges which are not yet due and payable and roll back taxes;
3. all applicable zoning and other land use regulations or restrictions of any political subdivision or agency of any federal, state, or local governmental department or agency having jurisdiction over the Property;
4. all matters of record, including, without limitation, conditions, covenants, easements, restrictions, and rights of way indicated by instruments, including plats;
5. any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
6. all existing electric power, telephone, gas, sanitary sewer, storm sewer, water and other utility lines, pipelines, service lines, and facilities of any nature on, over or under the Property, and all licenses, easements, rights-of-way, and other agreements relating thereto;
7. all existing public roads and streets (whether dedicated or undedicated), and all railroad lines and rights-of-way;
8. riparian and/or littoral rights incident to the Property;
9. jurisdiction of the U.S. Army Corps of Engineers with respect to any portion of the Property, if any, which may constitute wetlands or marshlands or navigable waters, and any regulations imposed on the Property by South Carolina Department of Health and Environmental Control (DHEC) and/or the South Carolina Department of Natural Resources (DNR);
10. Right of way from Carolina Fiber to Board of County Commissioners recorded in Deed Book W-2, at Page 76, of the Georgetown County Register of Deeds;
11. Right of way from L. Vaughn, Jr., individually and attorney in fact to South Carolina Public Service Authority recorded in Chattel Book 15, at Page 12, of the Georgetown County Register of Deeds;
12. Restrictions appearing of record at Book 503, at Page 240 of the Georgetown County Register of Deeds;

13. Oil and Gas Mining Lease recorded in Book H3, at Page 680; assigned at Book H3, at Page 256 of the Georgetown County Register of Deeds;
14. Covenants, restrictions, easements reserved and limitations appearing of record at Book 17, at Page 245 of the Georgetown County Register of Deeds;
15. Right-of-way easement to Santee Electric Cooperative, Inc. recorded in Book 509, at Page 51 of the Georgetown County Register of Deeds;
16. Conveyance of rights-of-way and roads to Georgetown County recorded in Book 16, at page 359 of the Georgetown County Register of Deeds;
17. Agreement concerning right to use well recorded in Book 54, at Page 479 of the Georgetown County Register of Deeds;
18. Indenture of Agreement recorded in Book M-1, at Page 196 of the Georgetown County Register of Deeds;
19. Conditions and restrictions, including right of first refusal, set forth in the deed from Elizabeth H. Freeman to Joanne Freeman Haselden dated November 15, 1996 and recorded November 20, 1996 of the Georgetown County Register of Deeds in Deed Book 733, at Page 246;
20. Memorandum of Agreement in re: Safe Harbor Agreement (Red-Cockaded Woodpecker) made August 5, 2015 by and between South Carolina Electric & Gas and the South Carolina Department of Natural Resources recorded September 8, 2015 in Book 2646, at Page 77 of the Georgetown County Register of Deeds;
21. Matters shown on Plat Book S211, at Page 7B of the Georgetown County Register of Deeds;
22. Matters shown on Plat Book 5, at Page 111 in the office of the Georgetown County Register of Deeds;
23. Matters shown on Plat Book P, at Page 51 in the office of the Georgetown County Register of Deeds;
24. Matters shown on Map of Ramsey Grove Club revised March 18, 1975;
25. Matters shown on Plat Slide 515, at Page 8 of the Georgetown County Register of Deeds;

26. Matters shown on Plat Slide 602, at Page 8B of the Georgetown County Register of Deeds;
27. Matters shown on Plat Book P, at Page 93 of the Georgetown County Register of Deeds;
28. Matters shown on Plat Slide 92, at Page 2B of the Georgetown County Register of Deeds;
29. Matters shown on Plat Book M, at Page 41 of the Georgetown County Register of Deeds;
30. Matters shown on Plat Book K, at Page 59 of the Georgetown County Register of Deeds;
31. Matters shown on Plat Slide 724, at Page 3 of the Georgetown County Register of Deeds;
32. Matters shown on Plat Book A-3, at Page 48 of the Georgetown County Register of Deeds;
33. Matters shown on Plat Book K, at Page 20 of the Georgetown County Register of Deeds;  
and
34. Rights of others in and to the use of Col. Cole Road for ingress, egress and regress.



**Exhibit A-1**

**Forms of Conveyance Deed for FERC Project Properties**

See attached.

STATE OF SOUTH CAROLINA     )  
                                      )  
COUNTY OF LEXINGTON       ) LIMITED WARRANTY DEED<sup>1</sup>

KNOW ALL MEN BY THESE PRESENTS, that ***DOMINION ENERGY SOUTH CAROLINA, INC. F/K/A SOUTH CAROLINA ELECTRIC & GAS COMPANY***, a South Carolina corporation (hereinafter called “Grantor”), in consideration of Five Dollars (\$5.00) and other good and valuable consideration, paid by Grantee (defined hereinafter) to Grantor, the receipt and sufficiency of which is hereby acknowledged, ***SUBJECT TO*** the reservations in ***Exhibit “A”*** and the matters set forth on ***Exhibit “B”*** attached hereto (the “Permitted Exceptions”), the FERC Covenants (as defined herein), and the Possibility of Reverter (as defined herein), has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto ***THE SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES***, an agency of the State of South Carolina (hereinafter “Grantee”), its successors and assigns, all of Grantor’s right, title and interest in the following described real property (the “Property”):

See **Exhibit “A”** attached hereto.

This conveyance is made ***SUBJECT TO*** all applicable easements, rights of way, restrictions and covenants of record; those easements and rights of way actually existing on the ground and affecting said premises; riparian, littoral or other water rights, if any; such matters as would be revealed by a current survey and inspection of the premises; and any applicable zoning and other governmental laws, ordinances and regulations.

EXCEPTING THE WARRANTY OF TITLE CONTAINED HEREIN, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OF CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE OR ANYONE ELSE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; OR (E) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT

<sup>1</sup> **Note to Draft:** Need to attach the SFAA Certificate of Acceptance. Also need to attach an Affidavit of Consideration (claiming the exemption from transfer taxes for transfers to a state agency).

MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND AS IS WITH ALL FAULTS.

GRANTEE ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS HEREBY WAIVES ANY RIGHT TO RECOVER FROM, AND FOREVER RELEASES AND DISCHARGES, GRANTOR FROM ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEYS' FEES, CONSULTANTS' FEES, COURT COSTS, EXPERT WITNESS FEES, ASSESSMENT COSTS, CLEANUP COSTS AND MONITORING COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE PHYSICAL, ENVIRONMENTAL OR OTHER SIMILAR CONDITIONS ON OR ABOUT ANY OF THE PROPERTY, INCLUDING WITHOUT LIMITATION AS MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED (42 U.S.C. SECTIONS 9601, ET SEQ.), THE RESOURCES CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. SECTION 6901, ET SEQ.), THE CLEAN WATER ACT (33 U.S.C. SECTION 1251, ET SEQ.), THE SAFE DRINKING WATER ACT (14 U.S.C. SECTION 1801, ET SEQ.), THE TOXIC SUBSTANCE CONTROL ACT (15 U.S.C. SECTION 2601, ET SEQ.), AND/OR ANY OTHER FEDERAL, STATE OR LOCAL ENVIRONMENTAL, HEALTH OR SAFETY STATUTES, REGULATIONS, RULES, ORDINANCES OR COMMON LAW THEORIES.

THIS CONVEYANCE IS FURTHER MADE SUBJECT TO THE FOLLOWING: Grantor and Grantee acknowledge that the Property is located within the Project Boundary Line of the Saluda hydroelectric project designated in the Files of the Federal Energy Regulatory Commission ("FERC") as Project 516 (the "Project"). As such, the conveyance of the Property shall be and is hereby made subject to the following reservations, covenants, restrictions, limitations, and conditions (collectively, the "FERC Covenants"):

1. Notwithstanding anything to the contrary in this conveyance, Grantor has the right to perform any and all acts required by an order of FERC affecting the Project without the prior approval of Grantee or any other person. Linweave, Inc., 23 FERC ¶ 61,391 at p. 61,830 (1983).

2. Grantor reserves the right of ingress, egress and access in, to, over, across and out of such Property for malaria control and for other corporate utility purposes.

3. Grantor reserves a flowage easement over the Property. In furtherance of the foregoing, Grantor has disclosed and Grantee acknowledges that the Property may be damaged from time to time by reason of Grantor's erection, construction, presence, operation and maintenance of a dam or dams and reservoir of water of any height or size and necessary spillways on the Saluda River at or near Dreher Shoals, whether such damage is caused by the flooding of the Property or injury to the drainage thereof, or by storage of water, or for any reason whatsoever, and Grantee, by acceptance of this deed, shall release and does hereby release Grantor from any and all liability for any and all damages that may be caused to the Property.

4. Grantee may develop on the Property a state park or public recreation area, including such facilities, accommodations, equipment, utilities and appurtenances relating or incidental thereto and may provide such services and programs as Grantee deems are in the public interest and within the scope of the authority conferred on it by the South Carolina General Assembly. Notwithstanding the foregoing, Grantee's use of the Property shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project use as may from time to time be impacted by changes in governmental law, regulation and policy, and Grantee shall take all reasonable precautions to ensure that the construction, operation and maintenance of any structures or facilities on the Property will occur in a manner that will protect the current and prospective scenic, recreational and environmental values of the Project; and Grantee shall not unduly restrict public access to Project waters. Title to the Property shall at all times be subject to the terms, conditions and restrictions set out in the FERC Project 516 Land Use and Shoreline Management Plan (the "Plan"), as the same may be amended or revised from time to time, and/or in accordance with the License issued by FERC applicable to the Project (the "License"), and to the FERC's "Order Approving Land Use and Shoreline Management Plan with Modifications and Amending Exhibit R" dated June 23, 2004, and "Order Clarifying and Modifying Order and Denying Rehearing" dated October 28, 2004, and successor FERC orders thereto. Grantee shall abide by and comply with such FERC orders and the Plan to the extent the same affect the Property.

5. The Property shall be subject to the following restrictive covenants: (i) the Property shall forever be used for public recreation use purposes only; (ii) the use of the Property shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use; and (iii) Grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the Property will occur in a manner that will protect the scenic, recreational, and environmental values of the Project.

6. Grantee acknowledges that Grantor, its successors and assigns, is and shall remain the fee simple owner of [both the land within the seventy-five-foot (75') buffer area measured

horizontally from the land above the 360-foot contour elevation, and]<sup>2</sup> the land below the 360-foot contour elevation of the Project.

7. [Any other terms that may be required by FERC as a condition of its approval of the transfer to Grantee.]

The FERC Covenants and the Possibility of Reverter shall run with the land and be binding on and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

The Property shall be held, mortgaged, transferred, sold, conveyed, leased, occupied, and used subject to the FERC Covenants imposed for the benefit of Grantor, its successors and assigns. The FERC Covenants shall touch and concern and run with title to the Property and shall be binding on all parties having any right, title or interest in the Property or any portion thereof, their heirs, successors, and assigns, and to any person or entity that purchases or otherwise acquires any interest in the Property or portion thereof.

TO HAVE AND TO HOLD, subject to any exceptions, limitations, conditions and reservations set forth herein, all and singular, the Property unto Grantee and Grantee's heirs, successors and assigns, forever;

PROVIDED, HOWEVER, AND SUBJECT TO THE FOLLOWING POSSIBILITY OF REVERTER (the "Possibility of Reverter"): upon any notice, communication, or finding from or by FERC that the Property is being used or has become inconsistent with the Project, the License, the Plan, or any related FERC order or in violation of any FERC-required restriction, condition, or covenant relating to the Property (collectively, a "FERC Violation"), or upon any notice, communication, or finding from or by FERC that the Property is being used in a manner other than for public recreation use purposes (a "Non-Permitted Use"), title to the Property shall revert to and become revested in Grantor, subject to the following:

(1) Upon its receipt of any notice, communication, or finding of a FERC Violation or Non-Permitted Use, Grantor shall provide written notice of such FERC Violation or Non-Permitted Use to Grantee. Grantor's written notice must provide Grantee with a stipulated period of time (the "Cure Period") for Grantee to cure the alleged FERC Violation or Non-Permitted Use at the Property. The Cure Period shall be fixed by Grantor, but in any event shall be at least thirty (30) days, unless FERC requires or mandates a shorter period, in which case such shorter period shall apply and shall be set forth in Grantor's notice to Grantee.

(2) If the FERC Violation or Non-Permitted Use is not cured within the Cure Period, title to the Property shall revert to and become revested in Grantor without the necessity of re-entry. If the FERC Violation or Non-Permitted Use is cured within the Cure Period, title to the Property shall remain with Grantee.

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<sup>2</sup> **Note to Draft:** if not required by FERC, this bracketed language may be removed.

(3) Within thirty (30) days after the effectiveness of a reversion of title of the Property, Grantor shall reimburse Grantee an amount equal to **\$10,620,500.00** for the Property.

(4) Upon the effectiveness of a reversion of title of the Property, if requested by Grantor at any time thereafter, Grantee shall promptly execute and deliver a quitclaim deed confirming Grantor's title to the Property, along with any other documents reasonably requested by Grantor to evidence or perfect the reversion, which Grantor may require as a condition to the foregoing reimbursement payment.

(5) Following receipt of any FERC Violation or Non-Permitted Use, Grantor may elect, in Grantor's sole discretion, upon notice to Grantee, to object to or dispute the notice, communication, or finding of a FERC Violation or Non-Permitted Use; in the event of such election, the commencement of the Cure Period shall toll during the pendency of such objection or dispute process. Following such objection or dispute, if FERC ultimately determines that a FERC Violation or Non-Permitted Use has occurred or if Grantor otherwise withdraws its objection or dispute, then Grantor shall notify Grantee of such determination or withdrawal and, at such time, the Cure Period shall commence in accordance with Sections (1) and (2) above. Notwithstanding the foregoing, for avoidance of any doubt, Grantor shall be under no duty or obligation to object to or dispute any FERC Violation or Non-Permitted Use (or to appeal any FERC determination).

(6) Following receipt of notice of any FERC Violation or Non-Permitted Use, Grantee may elect, in Grantee's sole discretion, to object to or dispute such notice by providing notice to Grantor of same and submitting Grantee's objection or dispute to FERC by the end of Cure Period (or by any applicable shorter deadline imposed by FERC). If agreed by both Grantor and Grantee, Grantor may submit the objection or dispute on behalf of Grantee, at Grantee's cost and expense. In the event that Grantee timely objects to or disputes a notice of any FERC Violation or Non-Permitted Use, then the commencement of the Cure Period shall toll during the pendency of such objection or dispute process. Following such objection or dispute, if FERC ultimately determines that a FERC Violation or Non-Permitted Use has occurred or if Grantee otherwise withdraws its objection or dispute, then Grantee shall notify Grantor of such determination or withdrawal and, at such time (even if Grantee fails to timely notify Grantor), the Cure Period shall commence in accordance with Sections (1) and (2) above. Notwithstanding the foregoing, for avoidance of any doubt, Grantee shall be under no duty or obligation to object to or dispute any FERC Violation or Non-Permitted Use (or to appeal any FERC determination).

(7) Following receipt of any FERC Violation or Non-Permitted Use, Grantor may elect, in its sole discretion, to waive the operation of the reversion of title that would take effect should Grantee fail to cure the FERC Violation or Non-Permitted Use within the Cure Period. To be effective, any such waiver must be in writing and signed by Grantor and delivered to Grantee at any time prior to the date that the reversion would have occurred. Any such waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.



(8) If Grantor reasonably believes that a potential FERC Violation or Non-Permitted Use has occurred with respect to a FERC Project Property but has not yet received any notice, communication, or finding from or by FERC, Grantor shall have the right to provide written notice to Grantee, notifying Grantee of such potential FERC Violation or Non-Permitted Use. The written notice must provide a Cure Period of at least thirty (30) days for Grantee to either (i) cure the alleged potential FERC Violation or Non-Permitted Use, or (ii) object to or dispute such notice. Failure by Grantee to cure the potential FERC Violation or Non-Permitted Use within the Cure Period will be deemed to be Grantee's objection to or dispute of such notice. In the event that Grantee objects to or disputes such notice (or is deemed to have objected to or disputed such notice), the commencement of the Cure Period shall toll indefinitely but Grantor shall have the right (but not the obligation) to submit the dispute to FERC for a determination as to the occurrence of a FERC Violation or Non-Permitted Use. Following such submittal, if FERC determines that a FERC Violation or Non-Permitted Use has occurred, then then Grantor shall notify Grantee of such determination and, at such time, the Cure Period shall commence in accordance with Sections (1) and (2) above.

**SUBJECT TO** the matters set forth above, Grantor does hereby bind itself, its heirs, successors and assigns to warrant and forever defend, all and singular, the Property, subject to any exceptions, limitations, conditions and reservations set forth herein unto Grantee and Grantee's heirs, successors and assigns against Grantor and its heirs, successors and assigns by, through, or upon Grantor, but not otherwise.

**ACKNOWLEDGMENT AND RATIFICATION BY GRANTEE:** Grantee, by the acceptance and execution of this Deed, acknowledges that the conveyance is subject to all of the terms and conditions contained in this Deed, including the Permitted Exceptions, the FERC Covenants, and the Possibility of Reverter.

The reservations, covenants, restrictions, limitations, and conditions herein contained: (i) are not to be construed so as to benefit any third parties and may be enforced or modified only by the parties hereto, their successors and assigns; (ii) shall be binding upon and enforceable against and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns; and (iii) shall be amended or modified only by an instrument, in writing, executed by Grantor, its successors and assigns, and Grantee, its successors as owner of the Property, and assigns, and recorded in the Office of the Register of Deeds for Lexington County, South Carolina.

In the event that any one or more of the above reservations, covenants, restrictions, limitations, and conditions herein contained shall be declared void by a court of competent jurisdiction, such judgment or decree shall not in any manner whatsoever affect, modify, change or nullify any of the reservations, covenants, restrictions, limitations, and conditions herein contained not so declared to be void, but all the remaining reservations, covenants, restrictions, limitations, and conditions herein contained not so declared to be void shall continue unimpaired and in full force and effect.



Grantor and Grantee each hereby represent and warrant that the person signing on behalf of Grantor and Grantee, as applicable, has the full right and authority to execute this Deed and when fully executed this Deed shall be binding upon Grantor and Grantee in accordance with its terms.

This Deed may be executed in one or more counterparts and that each such counterpart shall constitute an original and all of such counterparts together shall constitute one Deed.

SIGNATURE PAGES TO FOLLOW

**DOMINION ENERGY SOUTH CAROLINA, INC.**  
**F/K/A SOUTH CAROLINA ELECTRIC & GAS**  
**COMPANY**, a South Carolina corporation

By: \_\_\_\_\_[SEAL]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#2 \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF \_\_\_\_\_ )

## ACKNOWLEDGEMENT

I, \_\_\_\_\_, a Notary Public for the State of South Carolina, certify that \_\_\_\_\_, as \_\_\_\_\_ for Dominion Energy South Carolina, Inc. f/k/a South Carolina Electric & Gas Company, a South Carolina corporation, personally appeared before me this day and acknowledged that (s)he executed the foregoing instrument.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

[notarial seal]

Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

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## EXHIBIT "A"

### The Property

[Insert Legal Description]<sup>3</sup>

***[LESS AND EXCEPTING:*** [seventy-five-foot (75') buffer area measured horizontally from the land above the 360-foot contour elevation of the Property, as more fully described as follows: *J*<sup>4</sup>

***HOWEVER, RESERVING THEREFROM*** unto Grantor, its successors and assigns, a perpetual, non-exclusive easement for the purpose of installation, maintenance and repair of underground and above ground utility service lines on the Property, including, but not limited to, communications, electric, and gas, in a manner that is sufficient to provide service to existing and future development along or near the Property; provided, however, Grantor shall notify Grantee prior to any installation, and Grantor shall be responsible for all costs of installation, maintenance and repair and shall restore the Property to the equivalent of its pre-installation condition following any utility installation, maintenance or repair contemplated herein;

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantor may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line;

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through the applicable easement area and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the Property (other than that caused by trimming, cutting or removing) caused by Grantor in maintaining or repairing said lines, shall be borne by Grantor; provided further, however, that Grantee agrees for itself, its successors and assigns, not to build or allow any structure to be placed on the Property in such a manner that any part thereof will exist within the applicable easement area, and in case such structure is built, then Grantee, or such successors and assigns as may be in possession and control of the Property at the time, will promptly remove the same upon demand of Grantor herein. Grantee further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Grantee further agrees to

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<sup>3</sup> **Note to Draft:** per the Supplement Memorandum, DESC will procure an updated survey of the Property and the legal description from such survey will be used for this deed.

<sup>4</sup> **Note to Draft:** we understand that this carve-out may be N/A since the property must be used for recreational purposes, but this remains subject to FERC final decision. We will not know until if and until we get FERC approval. If ultimately not required by FERC, this bracketed language will be deleted.

maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe (gas) lines;

Together also with the right of entry upon the Property, on foot or motor vehicle, for the purposes aforesaid, upon and through existing drive aisles, curb cuts, walkways, parking spaces, and other such portions of the Property necessary and convenient in order to access the applicable easement area.

**TMS #:** Lexington County Tax Map #: None assigned by County Tax Assessor's office.<sup>5</sup>

**Derivation:** Being all or a portion of the same property conveyed to South Carolina Electric & Gas Company (n/k/a Dominion Energy South Carolina, Inc.) by: (i) deed to Lexington Water Power Company by Option 470 from James Harmon recorded on September 5, 1927 in the Lexington County Register of Deeds Office in Record Book 4-E, Page 500; (ii) Judgement Ordered by Judge Devore August 16, 1928 Judgement Roll No. 5255; (iii) deed to Lexington Water Power Company by Option 859 from Mary Eva Derrick recorded on October 31, 1928 in the Lexington County Register of Deeds Office in Record Book 4-K, Page 128; (iv) Judgement ordered by Judge W. H. Townsend, June 6, 1929, Judgement Roll No. 5257; and (v) deed to Lexington Water Power Company by Option 652 from Home National Bank of Lexington recorded on February 6, 1928 in the Lexington County Register of Deeds Office in Record Book 4-I, Page 285. Lexington Water Power Company is a corporate predecessor to South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc.

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<sup>5</sup> **Note to Draft:** No TMS# has been assigned by the County Tax Assessor because the Property is Project property and not taxed.

**EXHIBIT "B"**

**Permitted Exceptions**

1. ad valorem real property taxes and assessments not yet due and payable;
2. liens and assessments, both general and special, and other governmental charges which are not yet due and payable and roll back taxes;
3. all applicable zoning and other land use regulations or restrictions of any political subdivision or agency of any federal, state, or local governmental department or agency having jurisdiction over the Property;
4. all matters of record, including, without limitation, conditions, covenants, easements, restrictions, and rights of way indicated by instruments, including plats;
5. any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
6. all existing electric power, telephone, gas, sanitary sewer, storm sewer, water and other utility lines, pipelines, service lines, and facilities of any nature on, over or under the Property, and all licenses, easements, rights-of-way, and other agreements relating thereto;
7. all existing public roads and streets (whether dedicated or undedicated), and all railroad lines and rights-of-way;
8. riparian and/or littoral rights incident to the Property; and
9. jurisdiction of the U.S. Army Corps of Engineers with respect to any portion of the Property, if any, which may constitute wetlands or marshlands or navigable waters, and any regulations imposed on the Property by South Carolina Department of Health and Environmental Control (DHEC) and/or the South Carolina Department of Natural Resources (DNR).

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF LEXINGTON       ) LIMITED WARRANTY DEED<sup>1</sup>

KNOW ALL MEN BY THESE PRESENTS, that ***DOMINION ENERGY SOUTH CAROLINA, INC. F/K/A SOUTH CAROLINA ELECTRIC & GAS COMPANY***, a South Carolina corporation (hereinafter called “Grantor”), in consideration of Five Dollars (\$5.00) and other good and valuable consideration, paid by Grantee (defined hereinafter) to Grantor, the receipt and sufficiency of which is hereby acknowledged, ***SUBJECT TO*** the reservations in ***Exhibit “A”*** and the matters set forth on ***Exhibit “B”*** attached hereto (the “Permitted Exceptions”), the FERC Covenants (as defined herein), and the Possibility of Reverter (as defined herein), has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto ***THE SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION AND TOURISM***, an agency of the State of South Carolina (hereinafter “Grantee”), its successors and assigns, all of Grantor’s right, title and interest in the following described real property (the “Property”):

See Exhibit “A” attached hereto.

This conveyance is made ***SUBJECT TO*** all applicable easements, rights of way, restrictions and covenants of record; those easements and rights of way actually existing on the ground and affecting said premises; riparian, littoral or other water rights, if any; such matters as would be revealed by a current survey and inspection of the premises; and any applicable zoning and other governmental laws, ordinances and regulations.

EXCEPTING THE WARRANTY OF TITLE CONTAINED HEREIN, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OF CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE OR ANYONE ELSE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; OR (E) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT

<sup>1</sup> **Note to Draft:** Need to attach the SFAA Certificate of Acceptance. Also need to attach an Affidavit of Consideration (claiming the exemption from transfer taxes for transfers to a state agency).



MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND AS IS WITH ALL FAULTS.

GRANTEE ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS HEREBY WAIVES ANY RIGHT TO RECOVER FROM, AND FOREVER RELEASES AND DISCHARGES, GRANTOR FROM ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEYS' FEES, CONSULTANTS' FEES, COURT COSTS, EXPERT WITNESS FEES, ASSESSMENT COSTS, CLEANUP COSTS AND MONITORING COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE PHYSICAL, ENVIRONMENTAL OR OTHER SIMILAR CONDITIONS ON OR ABOUT ANY OF THE PROPERTY, INCLUDING WITHOUT LIMITATION AS MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED (42 U.S.C. SECTIONS 9601, ET SEQ.), THE RESOURCES CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. SECTION 6901, ET SEQ.), THE CLEAN WATER ACT (33 U.S.C. SECTION 1251, ET SEQ.), THE SAFE DRINKING WATER ACT (14 U.S.C. SECTION 1801, ET SEQ.), THE TOXIC SUBSTANCE CONTROL ACT (15 U.S.C. SECTION 2601, ET SEQ.), AND/OR ANY OTHER FEDERAL, STATE OR LOCAL ENVIRONMENTAL, HEALTH OR SAFETY STATUTES, REGULATIONS, RULES, ORDINANCES OR COMMON LAW THEORIES.

THIS CONVEYANCE IS FURTHER MADE SUBJECT TO THE FOLLOWING: Grantor and Grantee acknowledge that the Property is located within the Project Boundary Line of the Saluda hydroelectric project designated in the Files of the Federal Energy Regulatory Commission ("FERC") as Project 516 (the "Project"). As such, the conveyance of the Property shall be and is hereby made subject to the following reservations, covenants, restrictions, limitations, and conditions (collectively, the "FERC Covenants"):

1. Notwithstanding anything to the contrary in this conveyance, Grantor has the right to perform any and all acts required by an order of FERC affecting the Project without the prior approval of Grantee or any other person. Linweave, Inc., 23 FERC ¶ 61,391 at p. 61,830 (1983).

2. Grantor reserves the right of ingress, egress and access in, to, over, across and out of such Property for malaria control and for other corporate utility purposes.

3. Grantor reserves a flowage easement over the Property. In furtherance of the foregoing, Grantor has disclosed and Grantee acknowledges that the Property may be damaged from time to time by reason of Grantor's erection, construction, presence, operation and maintenance of a dam or dams and reservoir of water of any height or size and necessary spillways on the Saluda River at or near Dreher Shoals, whether such damage is caused by the flooding of the Property or injury to the drainage thereof, or by storage of water, or for any reason whatsoever, and Grantee, by acceptance of this deed, shall release and does hereby release Grantor from any and all liability for any and all damages that may be caused to the Property.

4. Grantee may develop on the Property a state park or public recreation area, including such facilities, accommodations, equipment, utilities and appurtenances relating or incidental thereto and may provide such services and programs as Grantee deems are in the public interest and within the scope of the authority conferred on it by the South Carolina General Assembly. Notwithstanding the foregoing, Grantee's use of the Property shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project use as may from time to time be impacted by changes in governmental law, regulation and policy, and Grantee shall take all reasonable precautions to ensure that the construction, operation and maintenance of any structures or facilities on the Property will occur in a manner that will protect the current and prospective scenic, recreational and environmental values of the Project; and Grantee shall not unduly restrict public access to Project waters. Title to the Property shall at all times be subject to the terms, conditions and restrictions set out in the FERC Project 516 Land Use and Shoreline Management Plan (the "Plan"), as the same may be amended or revised from time to time, and/or in accordance with the License issued by FERC applicable to the Project (the "License"), and to the FERC's "Order Approving Land Use and Shoreline Management Plan with Modifications and Amending Exhibit R" dated June 23, 2004, and "Order Clarifying and Modifying Order and Denying Rehearing" dated October 28, 2004, and successor FERC orders thereto. Grantee shall abide by and comply with such FERC orders and the Plan to the extent the same affect the Property.

5. The Property shall be subject to the following restrictive covenants: (i) the Property shall forever be used for public recreation use purposes only; (ii) the use of the Property shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use; and (iii) Grantee shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the Property will occur in a manner that will protect the scenic, recreational, and environmental values of the Project.

6. Grantee acknowledges that Grantor, its successors and assigns, is and shall remain the fee simple owner of [both the land within the seventy-five-foot (75') buffer area measured

horizontally from the land above the 360-foot contour elevation, and]<sup>2</sup> the land below the 360-foot contour elevation of the Project.

7. [Any other terms that may be required by FERC as a condition of its approval of the transfer to Grantee.]

The FERC Covenants and the Possibility of Reverter shall run with the land and be binding on and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

The Property shall be held, mortgaged, transferred, sold, conveyed, leased, occupied, and used subject to the FERC Covenants imposed for the benefit of Grantor, its successors and assigns. The FERC Covenants shall touch and concern and run with title to the Property and shall be binding on all parties having any right, title or interest in the Property or any portion thereof, their heirs, successors, and assigns, and to any person or entity that purchases or otherwise acquires any interest in the Property or portion thereof.

TO HAVE AND TO HOLD, subject to any exceptions, limitations, conditions and reservations set forth herein, all and singular, the Property unto Grantee and Grantee's heirs, successors and assigns, forever;

PROVIDED, HOWEVER, AND SUBJECT TO THE FOLLOWING POSSIBILITY OF REVERTER (the "Possibility of Reverter"): upon any notice, communication, or finding from or by FERC that the Property is being used or has become inconsistent with the Project, the License, the Plan, or any related FERC order or in violation of any FERC-required restriction, condition, or covenant relating to the Property (collectively, a "FERC Violation"), or upon any notice, communication, or finding from or by FERC that the Property is being used in a manner other than for public recreation use purposes (a "Non-Permitted Use"), title to the Property shall revert to and become revested in Grantor, subject to the following:

(1) Upon its receipt of any notice, communication, or finding of a FERC Violation or Non-Permitted Use, Grantor shall provide written notice of such FERC Violation or Non-Permitted Use to Grantee. Grantor's written notice must provide Grantee with a stipulated period of time (the "Cure Period") for Grantee to cure the alleged FERC Violation or Non-Permitted Use at the Property. The Cure Period shall be fixed by Grantor, but in any event shall be at least thirty (30) days, unless FERC requires or mandates a shorter period, in which case such shorter period shall apply and shall be set forth in Grantor's notice to Grantee.

(2) If the FERC Violation or Non-Permitted Use is not cured within the Cure Period, title to the Property shall revert to and become revested in Grantor without the necessity of re-entry. If the FERC Violation or Non-Permitted Use is cured within the Cure Period, title to the Property shall remain with Grantee.

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<sup>2</sup> **Note to Draft:** if not required by FERC, this bracketed language may be removed.

(3) Within thirty (30) days after the effectiveness of a reversion of title of the Property, Grantor shall reimburse Grantee an amount equal to **\$9,500,000.00** for the Property.

(4) Upon the effectiveness of a reversion of title of the Property, if requested by Grantor at any time thereafter, Grantee shall promptly execute and deliver a quitclaim deed confirming Grantor's title to the Property, along with any other documents reasonably requested by Grantor to evidence or perfect the reversion, which Grantor may require as a condition to the foregoing reimbursement payment.

(5) Following receipt of any FERC Violation or Non-Permitted Use, Grantor may elect, in Grantor's sole discretion, upon notice to Grantee, to object to or dispute the notice, communication, or finding of a FERC Violation or Non-Permitted Use; in the event of such election, the commencement of the Cure Period shall toll during the pendency of such objection or dispute process. Following such objection or dispute, if FERC ultimately determines that a FERC Violation or Non-Permitted Use has occurred or if Grantor otherwise withdraws its objection or dispute, then Grantor shall notify Grantee of such determination or withdrawal and, at such time, the Cure Period shall commence in accordance with Sections (1) and (2) above. Notwithstanding the foregoing, for avoidance of any doubt, Grantor shall be under no duty or obligation to object to or dispute any FERC Violation or Non-Permitted Use (or to appeal any FERC determination).

(6) Following receipt of notice of any FERC Violation or Non-Permitted Use, Grantee may elect, in Grantee's sole discretion, to object to or dispute such notice by providing notice to Grantor of same and submitting Grantee's objection or dispute to FERC by the end of Cure Period (or by any applicable shorter deadline imposed by FERC). If agreed by both Grantor and Grantee, Grantor may submit the objection or dispute on behalf of Grantee, at Grantee's cost and expense. In the event that Grantee timely objects to or disputes a notice of any FERC Violation or Non-Permitted Use, then the commencement of the Cure Period shall toll during the pendency of such objection or dispute process. Following such objection or dispute, if FERC ultimately determines that a FERC Violation or Non-Permitted Use has occurred or if Grantee otherwise withdraws its objection or dispute, then Grantee shall notify Grantor of such determination or withdrawal and, at such time (even if Grantee fails to timely notify Grantor), the Cure Period shall commence in accordance with Sections (1) and (2) above. Notwithstanding the foregoing, for avoidance of any doubt, Grantee shall be under no duty or obligation to object to or dispute any FERC Violation or Non-Permitted Use (or to appeal any FERC determination).

(7) Following receipt of any FERC Violation or Non-Permitted Use, Grantor may elect, in its sole discretion, to waive the operation of the reversion of title that would take effect should Grantee fail to cure the FERC Violation or Non-Permitted Use within the Cure Period. To be effective, any such waiver must be in writing and signed by Grantor and delivered to Grantee at any time prior to the date that the reversion would have occurred. Any such waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

(8) If Grantor reasonably believes that a potential FERC Violation or Non-Permitted Use has occurred with respect to a FERC Project Property but has not yet received any notice, communication, or finding from or by FERC, Grantor shall have the right to provide written notice to Grantee, notifying Grantee of such potential FERC Violation or Non-Permitted Use. The written notice must provide a Cure Period of at least thirty (30) days for Grantee to either (i) cure the alleged potential FERC Violation or Non-Permitted Use, or (ii) object to or dispute such notice. Failure by Grantee to cure the potential FERC Violation or Non-Permitted Use within the Cure Period will be deemed to be Grantee's objection to or dispute of such notice. In the event that Grantee objects to or disputes such notice (or is deemed to have objected to or disputed such notice), the commencement of the Cure Period shall toll indefinitely but Grantor shall have the right (but not the obligation) to submit the dispute to FERC for a determination as to the occurrence of a FERC Violation or Non-Permitted Use. Following such submittal, if FERC determines that a FERC Violation or Non-Permitted Use has occurred, then Grantor shall notify Grantee of such determination and, at such time, the Cure Period shall commence in accordance with Sections (1) and (2) above.

**SUBJECT TO** the matters set forth above, Grantor does hereby bind itself, its heirs, successors and assigns to warrant and forever defend, all and singular, the Property, subject to any exceptions, limitations, conditions and reservations set forth herein unto Grantee and Grantee's heirs, successors and assigns against Grantor and its heirs, successors and assigns by, through, or upon Grantor, but not otherwise.

**ACKNOWLEDGMENT AND RATIFICATION BY GRANTEE:** Grantee, by the acceptance and execution of this Deed, acknowledges that the conveyance is subject to all of the terms and conditions contained in this Deed, including the Permitted Exceptions, the FERC Covenants, and the Possibility of Reverter.

The reservations, covenants, restrictions, limitations, and conditions herein contained: (i) are not to be construed so as to benefit any third parties and may be enforced or modified only by the parties hereto, their successors and assigns; (ii) shall be binding upon and enforceable against and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns; and (iii) shall be amended or modified only by an instrument, in writing, executed by Grantor, its successors and assigns, and Grantee, its successors as owner of the Property, and assigns, and recorded in the Office of the Register of Deeds for Lexington County, South Carolina.

In the event that any one or more of the above reservations, covenants, restrictions, limitations, and conditions herein contained shall be declared void by a court of competent jurisdiction, such judgment or decree shall not in any manner whatsoever affect, modify, change or nullify any of the reservations, covenants, restrictions, limitations, and conditions herein contained not so declared to be void, but all the remaining reservations, covenants, restrictions, limitations, and conditions herein contained not so declared to be void shall continue unimpaired and in full force and effect.

Grantor and Grantee each hereby represent and warrant that the person signing on behalf of Grantor and Grantee, as applicable, has the full right and authority to execute this Deed and when fully executed this Deed shall be binding upon Grantor and Grantee in accordance with its terms.

This Deed may be executed in one or more counterparts and that each such counterpart shall constitute an original and all of such counterparts together shall constitute one Deed.

SIGNATURE PAGES TO FOLLOW



IN WITNESS WHEREOF, the Grantor has set its hand and seal to this deed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

***DOMINION ENERGY SOUTH CAROLINA, INC.  
F/K/A SOUTH CAROLINA ELECTRIC & GAS  
COMPANY***, a South Carolina corporation

WITNESSETH

By: \_\_\_\_\_[SEAL]

#1 \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

#2 \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF \_\_\_\_\_)

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for the State of South Carolina, certify that \_\_\_\_\_, as \_\_\_\_\_ for Dominion Energy South Carolina, Inc. f/k/a South Carolina Electric & Gas Company, a South Carolina corporation, personally appeared before me this day and acknowledged that (s)he executed the foregoing instrument.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

[notarial seal]

\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_



**THE SOUTH CAROLINA DEPARTMENT OF  
PARKS, RECREATION AND TOURISM**, an  
agency of the State of South Carolina

By: \_\_\_\_\_[SEAL]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#2 \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF \_\_\_\_\_ )

## ACKNOWLEDGEMENT

I, \_\_\_\_\_, a Notary Public for the State of South Carolina, certify that \_\_\_\_\_, as \_\_\_\_\_ for the South Carolina Department of Parks, Recreation and Tourism, an agency of the State of South Carolina, personally appeared before me this day and acknowledged that (s)he executed the foregoing instrument.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

[notarial seal]

Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

**EXHIBIT "A"**

**The Property**

[Insert Legal Description]<sup>3</sup>

***[LESS AND EXCEPTING:*** [seventy-five-foot (75') buffer area measured horizontally from the land above the 360-foot contour elevation of the Property, as more fully described as follows: *J'*

***HOWEVER, RESERVING THEREFROM*** unto Grantor, its successors and assigns, a perpetual, non-exclusive easement for the purpose of installation, maintenance and repair of underground and above ground utility service lines on the Property, including, but not limited to, communications, electric, and gas, in a manner that is sufficient to provide service to existing and future development along or near the Property; provided, however, Grantor shall notify Grantee prior to any installation, and Grantor shall be responsible for all costs of installation, maintenance and repair and shall restore the Property to the equivalent of its pre-installation condition following any utility installation, maintenance or repair contemplated herein;

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantor may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line;

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through the applicable easement area and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the Property (other than that caused by trimming, cutting or removing) caused by Grantor in maintaining or repairing said lines, shall be borne by Grantor; provided further, however, that Grantee agrees for itself, its successors and assigns, not to build or allow any structure to be placed on the Property in such a manner that any part thereof will exist within the applicable easement area, and in case such structure is built, then Grantee, or such successors and assigns as may be in possession and control of the Property at the time, will promptly remove the same upon demand of Grantor herein. Grantee further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of

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<sup>3</sup> **Note to Draft:** per the Supplement Memorandum, DESC will procure an updated survey of the Property and the legal description from such survey will be used for this deed.

<sup>4</sup> **Note to Draft:** we understand that this carve-out may be N/A since the property must be used for recreational purposes, but this remains subject to FERC final decision. We will not know until if and until we get FERC approval. If ultimately not required by FERC, this bracketed language will be deleted.

fifty four (54) inches over all underground primary electric lines. Grantee further agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe (gas) lines;

Together also with the right of entry upon the Property, on foot or motor vehicle, for the purposes aforesaid, upon and through existing drive aisles, curb cuts, walkways, parking spaces, and other such portions of the Property necessary and convenient in order to access the applicable easement area.

**TMS #:** Lexington County Tax Map #: 002696-05-006.

**Derivation:** Being all or a portion of the same property conveyed to South Carolina Electric & Gas Company (n/k/a Dominion Energy South Carolina, Inc.) by: (i) deed to Lexington Water Power Company by Option 370 from James Bickley recorded on May 27, 1927 in the Lexington County Register of Deeds Office in Record Book 4-I, Page 32; (ii) deed to Lexington Water Power Company by Option 354 from Rebecca F. Wingard recorded on May 30, 1927 in the Lexington County Register of Deeds Office in Record Book 4-I, Page 36; and (iii) deed to Lexington Water Power Company by Option 359 from Anna E. Swygert recorded on June 21, 1927 in the Lexington County Register of Deeds Office in Record Book 4-I, Page 57. Lexington Water Power Company is a corporate predecessor to South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc.

**EXHIBIT "B"**

**Permitted Exceptions**

1. ad valorem real property taxes and assessments not yet due and payable;
2. liens and assessments, both general and special, and other governmental charges which are not yet due and payable and roll back taxes;
3. all applicable zoning and other land use regulations or restrictions of any political subdivision or agency of any federal, state, or local governmental department or agency having jurisdiction over the Property;
4. all matters of record, including, without limitation, conditions, covenants, easements, restrictions, and rights of way indicated by instruments, including plats;
5. any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
6. all existing electric power, telephone, gas, sanitary sewer, storm sewer, water and other utility lines, pipelines, service lines, and facilities of any nature on, over or under the Property, and all licenses, easements, rights-of-way, and other agreements relating thereto;
7. all existing public roads and streets (whether dedicated or undedicated), and all railroad lines and rights-of-way;
8. riparian and/or littoral rights incident to the Property; and
9. jurisdiction of the U.S. Army Corps of Engineers with respect to any portion of the Property, if any, which may constitute wetlands or marshlands or navigable waters, and any regulations imposed on the Property by South Carolina Department of Health and Environmental Control (DHEC) and/or the South Carolina Department of Natural Resources (DNR).